

Thomas E. Willoughby (TW 4452)
HILL RIVKINS & HAYDEN LLP
45 Broadway, Suite 1500
New York, New York 10006-3739
(212) 669-0600

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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MEKS TRUSTLINK (PRIVATE) NIGERIA
LIMITED and EMMANUEL UZOR,

Plaintiffs,

- against -

M/V MSC NAPOLI, her engines, tackle, boiler, etc.,
in rem, METVALE LIMITED, METVALE LIMITED
PARTNERSHIP, and MEDITERRANEAN SHIPPING
COMPANY S.A., *in personam*,

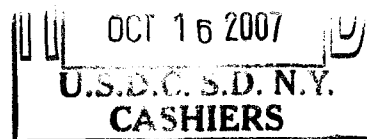
Defendants.
-----X

The plaintiffs herein, by their attorneys, Hill Rivkins & Hayden LLP, complaining
of the above named vessel and defendants, allege upon information and belief:

FIRST: This Court has jurisdiction pursuant to 28 U.S.C. 1331(a) in that
this is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal
Rules of Civil Procedure.

SECOND: At and during all times hereinafter mentioned, plaintiffs had and
now have the legal status and principal offices and places of business stated in Schedule
A hereto annexed and by this reference made a part hereof.

THIRD: At and during all the times hereinafter mentioned, defendants had
and now have the legal status and offices and places of business stated in Schedule A,
and were and now are engaged in business as common carriers of merchandise by water



Index No.
07 Civ. 8345
Judge Hellerstein

**AMENDED
COMPLAINT**

for hire, and owned, operated, managed, chartered and controlled the above named vessel.

FOURTH: On or about the dates and at the port of shipment stated in Schedule A, there were delivered to the vessel and defendants in good order and condition the shipment described in Schedule A, which the said vessel and defendants received, accepted and agreed to transport for certain consideration to the port of destination stated in Schedule A, under MSC bill of lading MSCUNW507395, Container TGHU8649009, MSC Claim 5991.

FIFTH: Thereafter, the said vessel failed to arrive at the port of destination described in Schedule A and the cargo not delivered in the same good order and condition in which it was received.

SIXTH: Defendants, by reason of the premises, breached their duties to the plaintiffs as common carriers by water for hire and were otherwise at fault.

SEVENTH: Plaintiffs were the shippers, consignees or owners or otherwise had a proprietary interest of and in the cargoes as described in Schedule A, and bring this action on their own behalf and, as agents and trustees, on behalf of and for the interest of all parties who may be or become interested in the said shipment, as their respective interests may ultimately appear, and plaintiffs are entitled to maintain this action.

EIGHTH: Plaintiffs have duly performed all duties and obligations on their part to be performed.

NINTH: By reason of the premises, plaintiffs have sustained damages nearly as same can now be estimated, no part of which has been paid, although duly demanded, in the amount of \$250,000.00

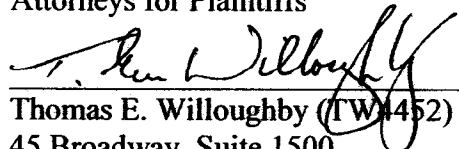
W H E R E F O R E, plaintiffs pray:

1. That process in due form of law according to the practice of this Court may issue against defendants.
2. That if defendants cannot be found within this District, that all of their property within this District be attached in the sum set forth in this complaint, with interest and costs.
3. That a decree may be entered in favor of plaintiffs against defendants for the amount of plaintiffs' damages, together with interest and costs.
4. That process in due form of law according to the practice of this Court may issue against the aforesaid named vessel.
5. Plaintiffs further pray for such other, further and different relief as to this Court may seem just and proper in the premises.

Dated: New York, New York
October 15, 2007

HILL RIVKINS & HAYDEN LLP
Attorneys for Plaintiffs

By: _____


Thomas E. Willoughby (TW1452)
45 Broadway, Suite 1500
New York, New York 10006-3739
(212) 669-0600

SCHEDULE A

Plaintiffs: Meks Trustlink (Private) Nigeria Limited
Borono Plaza D-10
Lagos, Nigeria

Emmanuel Uzor
159 Central Avenue
Bogota, New Jersey 07603

Defendants: Metvale Limited
P.O. Box 146
Road Town
Torotola, B.V.I.

Metvale Limited Partnership
80 Broad Street
Monrovia, Liberia

Mediterranean Shipping Company S.A.
420 Fifth Avenue
New York, New York 10018

Date of Shipment: December 28, 2006

Port of Loading: New York

Port of Intended Discharge: Cotonou, Benin

Shipper: Trans Atlantic Container Lines

Consignee: Bea Trade Fair Complex

Notify: Meks Trustlinke (Private) Nigeria Limited

Description of Shipment: 4874 Carton Toiletries
500 Printers

Nature of Loss or Damage: Non-delivery

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SOUTHERN DISTRICT OF NEW YORK

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MEKS TRUSTLINK (PRIVATE) NIGERIA
LIMITED and EMMANUEL UZOR,

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Plaintiffs,

**AFFIDAVIT OF
SERVICE BY MAIL**

- against -

M/V MSC NAPOLI, her engines, tackle, boiler, etc.,
in rem, METVALE LIMITED, METVALE LIMITED
PARTNERSHIP, and MEDITERRANEAN SHIPPING
COMPANY S.A., *in personam*,

Defendants.

-----X

STATE OF NEW YORK :
: SS:
COUNTY OF NEW YORK :

The undersigned, being duly sworn, deposes and says: I am not a party to the action, am over 18 years of age and reside at 30 Angela Circle, Hazlet, New Jersey 07730. That on the 16th day of October, 2007, I served the annexed **SUPPLEMENTAL SUMMONS AND AMENDED COMPLAINT** by depositing a true copy thereof enclosed in a post-paid wrapper, in an official depository under the exclusive care and custody of the U.S. Postal Service within New York state, addressed to each of the following persons at the last known address set forth after each name:

Metvale Limited
P.O. Box 146
Road Town
Tortola, B.V.I.

Metvale Limited Partnership
80 Broad Street
Monrovia, Liberia

Mediterranean Shipping Company S.A.
c/o Freehill Hogan & Mahar
80 Pine Street
New York, NY 10005-1759



Donna Somma

Sworn to before me this
16th day of October, 2007



Notary Public

ROBERT BLUM
Notary Public, State Of New York
No. 01BL4914091
Qualified In Kings County
Certificate Filed In New York County
Commission Expires December 7, 2009